

**NOTICE OF INTENT TO TERMINATE LEASE
FOR NON-PAYMENT OF RENT
(Five Day Notice)**

Date: _____

To: _____
And Any and All Occupants

We are considering filing a lawsuit against you promptly because your rent is past due since _____ in the amount of \$_____. Also, due, as provided for in your lease, are late charges in the amount of \$_____ per day. The total amount due, as of the date of this notice, is \$_____.

If we go forward with this action, it is likely that the court will award a judgment to us for this amount and order that you move. It is also likely that you will be ordered to pay all court costs, attorney's fees and any rental concessions.

We would like to give you an opportunity to resolve this matter before we are forced to file a lawsuit. To do so, you must contact the property manager immediately and pay the amount due in full.

If this matter is not resolved, under A.R.S. § 12-1171(A)(1), we demand that you surrender the residence immediately. If you have not complied with this demand for possession five days after receiving this notice, then you are occupying the property illegally. In addition, if you remain in the property, without either paying your rent or being allowed to do so by a property manager, five days after the date of this notice, your lease will be terminated under A.R.S. § 33-1369(B). If you continue to stay in the property after your lease has been terminated, you may be subject to additional damages equal to twice your monthly rent. Your security deposit will not be used to pay your rent.

If you fail to fulfill the terms of your lease, you still will be held responsible for all of the rent that is due for the remainder of the lease, or until the property can be re-rented. You are also responsible for any lease break fees and for any rental concessions.

By: _____
() Hand Delivered this date: _____
() Certified Mail this date: _____